

REMARKS

I. INTRODUCTION

Claim 11 has been canceled. Claims 1, 9 and 12 have been amended. Thus, claims 1, 2, 5-10 and 12-19 remain pending in the present application. No new matter has been added. In view of the above amendments and the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

II. THE 35 U.S.C. § 101 REJECTION SHOULD BE WITHDRAWN

Claims 1, 2, 5-8, 14, 15 and 16-18 stand rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. (See 3/11/05 Office Action, p. 5). Specifically, the Examiner has asserted that claims 1, 2, 5-8, 15 do not recite use of the technological arts in implementing the method steps. Claim 1 has been amended to recite a data farm for storing an electronic list of one or more line items from one or more electronic receipts. Therefore, Applicant respectfully requests that the amendment to claim 1 is sufficient to overcome the rejection thereof under 35 U.S.C. § 101, and that this rejection, along with the rejections of the claims 2, 5-8, 14 and 15 which depend from claim 1 should be withdrawn.

The Examiner further stated that the elements of claims 16-18 do not recite any structural details. However, it is respectfully submitted that a data farm as recited in claim 16 may be a hardware device. The specification discloses that the data farm may act as "an electronic-receipts repository for receiving and storing...transaction record[s]." (See Specification, p. 5, lines 23-26). Thus, it is respectfully submitted that the data farm is not nonstatutory functional descriptive material. Similarly, claim 18 recites "a computer program product for manipulating receipt data comprising a computer readable memory and a program module...." Because claim 18 recites a program embodied in a computer readable memory, it is respectfully submitted that this claim does not contain nonstatutory functional descriptive material. Therefore, Applicant respectfully requests that the rejections of claim 16-18 under 35 U.S.C. § 101 be withdrawn.

III. THE 35 U.S.C. § 112 REJECTION SHOULD BE WITHDRAWN

The Examiner has rejected claims 11-13 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicant regards as the invention. (See 3/11/05 Office Action, pp. 8-10). Claim 11 has been canceled. Claim 12 has been amended to provide antecedent basis for the limitations contained therein. Therefore, Applicant respectfully requests that the § 112, second paragraph, rejection of claim 12 be withdrawn.

The Examiner has stated that the subject matter of claim 13 is not described in the specification in such a way as to reasonably convey to one skilled in the art that the inventor had possession of the claimed invention. (See 3/11/05 Office Action, p. 9). Claim 13, which depends from claim 10, recites "viewing an advertisement during the step of paying." However, under the section labeled "Product Ordering," the specification clearly describes displaying an "offer for purchase items related to items on a transaction record" created by a consumer. (See Specification, pp. 11-12). The offer may be displayed during the ordering and payment steps. (Id. at p. 12, lines 14-21). Therefore, Applicant respectfully submits that the claim limitation is described in the specification and requests that the rejection of claim 13 under § 112, second paragraph, be withdrawn.

IV. THE 35 U.S.C. § 102(e) REJECTIONS SHOULD BE WITHDRAWN

Claims 1, 2, 5, 7, 8-12 and 14-19 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,490,602 to Kraemer (hereinafter "Kraemer"). (See 3/11/05 Office Action, pp. 10-13).

Kraemer describes a method for providing a unified toolbar across product webpages of multiple, independent retailers. (See Kraemer, Abstract). A purchase request by a user is made via the toolbar which is inserted into a source code of the webpage. (Id. at col. 3, lines 64-67). An enhanced functionality server fills out purchase forms (i.e., name, credit card,

shipping address, etc.) after the user has indicated that he wishes to purchase a product by using the "purchase this product" service on the toolbar. (*Id.* at col. 3, lines 12-22). Alternatively, other users may view the product selected by the user and purchase the product for the user themselves. (*Id.* at col. 5, line 40 - col. 6, line 67).

Claim 1 recites a method for manipulating receipt data including the step of "selecting a first line item from a first electronic receipt, thereby forming an electronic list." According to the present invention, a consumer purchases a product via a website of an e-merchant. (*See* Specification, p. 8, lines 1-8). After the purchase, the e-merchant may forward a record of the purchase (e.g., an electronic receipt/transaction record) to an electronic-receipts service. (*Id.* at p. 10, lines 25-31). At a time subsequent to the purchase and from a remote location, the consumer may view the electronic receipt in detail, select one or more line items therefrom and create a review list. The list may be made available for review by one or more other persons/entities. (*Id.* at p. 11, lines 1-19).

Applicant respectfully submits that Kraemer neither discloses nor suggests "selecting a first line item from a first electronic receipt, thereby forming an electronic list," as recited in claim 1. In Kraemer, the user is transmitting product registration commands from merchants' webpages to create a gift registry for the user. (*See* Kraemer, col. 5, lines 15-19; col. 6, lines 1-6). With reference to the registry, Kraemer states, "[s]ufficient information about the retailer and product are gathered and stored in an account created for the gift-recipient *to enable the product to be purchased at a later date.*" (*Id.* at col. 6, lines 8-11) (emphasis added). The Examiner has attempted to equate the electronic receipt of the present invention with the merchants' websites described in Kraemer. Specifically, the Examiner states, "web-pages selected by the gift-recipient correspond to the claimed electronic receipts as they are generated as a result of selection of products from different merchant sites." (*See* 3/11/05 Office Action, p. 11). Initially, it should be noted that neither the merchant's webpage nor the registry in Kraemer are the electronic receipt of the present invention. The electronic receipt is generated only as a result of the purchase, whereas the merchant's webpage and the registry exist prior to the

purchase. As stated above, the user is selecting, not purchasing, products from the merchant's webpage to add to the registry, which may be purchased at a later time. Kraemer never discloses that an electronic receipt may be used in place of or in addition to the webpage or the registry. In fact, use of an electronic receipt would be unsuitable in Kraemer, because the list of products would then represent products previously purchased.

Applicant respectfully submits that Kraemer neither discloses nor suggests "selecting a first line item from a first electronic receipt, thereby forming an electronic list," as recited in claim 1. Because claims 2, 5, 7-8 and 14-15 depend from, and, therefore include all of the limitations of claim 1, it is respectfully submitted that these claims are also allowable.

Claim 9 recites a method for purchasing goods, including services, from multiple merchants including the step of "generating an electronic receipt for the transaction, the receipt including a line item for each of the first and second goods." As stated above with reference to claim 1, the webpages described in Kraemer are not the electronic receipts of the present invention. Thus, it is respectfully submitted that claim 9 is allowable for at least the same reasons as described above with reference to claim 1. Because claims 10 and 12-13 depend from, and, therefore include all of the limitations of claim 9, it is respectfully submitted that these claims are also allowable.

Claim 16 recites a system for manipulating receipt data including "a shopping service coupled to said data farm and configured to retrieve said electronic receipt for a consumer and allow the consumer to select a line item from said transaction record, thereby creating a review list." As stated above with reference to claim 1, Kraemer neither discloses nor suggests the user manipulating receipt data, and, in particular, one or more line items thereon. Thus, it is respectfully submitted that claim 16 is allowable for at least the same reasons as stated above. Because claim 17 depends from, and, therefore includes all of the limitations of claim 16, it is respectfully submitted that this claim is also allowable.

Claim 18 recites a computer program product for manipulating receipt data comprising a computer readable memory and a program module, the program module including instructions directing a processor for "storing the selected first line item in a storage location to form a list" and "authorize a group of people to review the list." As stated above with reference to claim 1, Kraemer neither discloses nor suggests the user manipulating receipt data, and, in particular, one or more line items thereon. Thus, it is respectfully submitted that claim 18 is allowable at least for the same reasons as stated above. Because claim 19 depends from, and, therefore includes all of the limitations of claim 18, it is respectfully submitted that this claim is also allowable.

IV. THE 35 U.S.C. § 103(a) REJECTIONS SHOULD BE WITHDRAWN

Claim 6 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Kraemer in view of Official Notice taken by the Examiner that gift-givers who view the gift-registry express opinions about the items thereon. (See 3/11/05 Office Action, p. 14). It is respectfully submitted that the Official Notice taken by the Examiner does not cure the above-noted defects of Kraemer. Because claim 6 depends from, and, therefore includes all of the limitations of claim 1, it is respectfully submitted that this claim is also allowable.

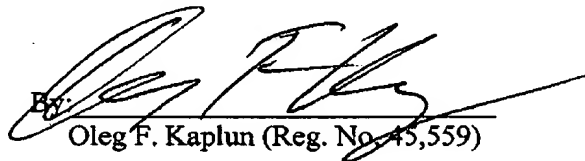
Claim 13 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Kraemer in view of the article, "End-to-End Enterprise Solution: Extending the Reach of Retail Stores Through Point-of-Sale Web Technology" (hereinafter "the Article"). (See 3/11/05 Office Action, p. 5). It is respectfully submitted that the Article does not cure the above-noted defects of Kraemer. Because claim 13 depends from, and, therefore includes all of the limitations of claim 9, it is respectfully submitted that this claim is also allowable.

CONCLUSION

In light of the foregoing, Applicant respectfully submits that all of the now pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

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